



BOARD OF COUNTY COMMISSIONERS

301 South Monroe Street
Tallahassee, Florida 32301
(850) 488-4710

Commissioners:
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District 3
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District 4
BOB RACKLEFF
District 5
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At-Large
CLIFF THAELL
At-Large

PARWEZ ALAM
County Administrator
(850) 488-9962

HERBERT W.A. THIELE
County Attorney
(850) 487-1008

REQUEST FOR PROPOSALS
for
MARKET FEASIBILITY STUDY
FOR THE REDEVELOPMENT
OF THE
NORTH FLORIDA FAIRGROUNDS

Proposal Number BC-03-26-03-35

BOARD OF COUNTY COMMISSIONERS
LEON COUNTY, FLORIDA

I. INTRODUCTION

The Leon County Board of County Commissioner (hereinafter Board) seeks to retain professional economic/market research and public involvement services of a qualified Consultant to prepare and conduct the Market Feasibility Study for the Redevelopment of the North Florida Fairgrounds (hereinafter Project). The overall project area, shown in Attachment 1, is commonly referred to as the fairgrounds. The goals of the project are expressed in detail in the enclosed Scope of Work but shall include conducting a market feasibility study for the potential for redevelopment of the existing fairgrounds site, a land value appraisal of the current fairgrounds site and the development and consideration of three possible redevelopment scenarios based on sound market research and utilizing professionally accepted methodologies.

II. GENERAL INSTRUCTIONS:

- A. The response to the proposal should be submitted in a sealed addressed envelope to:

*Proposal Number: BC-03-26-03-35
Purchasing Division
2284 Miccosukee Road
Tallahassee, FL 32308*

- B. An original and five (5) copies of the Response must be furnished on or before the deadline. Responses will be retained as property of the County. The proposal marked "Original" must contain a manual signature of an authorized representative of the responding firm or individual, all others may be photocopies.
- C. Any questions concerning the request for proposal process, required submittals, evaluation criteria, proposal schedule, and selection process should be directed to Keith Roberts or Don Tobin at (850) 488-6949; FAX (850) 922-4084; or e-mail at keith@mail.co.leon.fl.us or tobind@mail.co.leon.fl.us. Written inquiries are preferred.
- D. Special Accommodation: Any person requiring a special accommodation at a Pre-Bid Conference or Bid/RFP opening because of a disability should call the Division of Purchasing at (850) 488-6949 at least five (5) workdays prior to the Pre-Bid Conference or Bid/RFP opening. If you are hearing or speech impaired, please contact the Purchasing Division by calling the County Administrator's Office using the Florida Relay Service which can be reached at 1(800) 955-8771 (TDD).
- E. Proposers are expected to carefully examine the scope of services, and evaluation criteria and all general and special conditions of the request for proposals prior to submission. Each Vendor shall examine the RFP documents carefully; and, no later than seven (7) calendar days prior to the date for receipt of proposals, he shall make a written request to the Owner for interpretations or corrections of any ambiguity, inconsistency, or error which he may discover. All interpretations or corrections will be issued as addenda. The County will not be responsible for oral clarifications.

Only those communications which are in writing from the County may be considered as a duly authorized expression on the behalf of the Board. Also, only those communications from firms which are in writing and signed will be recognized by the Board as duly authorized expressions on behalf of proposers.

- F. Your response to the RFP must arrive at the above listed address no later than Wednesday, March 26, 2003 at 2:00 PM to be considered.

- G. Responses to the RFP received prior to the time of opening will be secured unopened. The Purchasing Agent, whose duty it is to open the responses, will decide when the specified time has arrived and no proposals received thereafter will be considered.
- H. The Purchasing Agent will not be responsible for the premature opening of a proposal not properly addressed and identified by Proposal number on the outside of the envelope/package.
- I. It is the Proposers responsibility to assure that the proposal is delivered at the proper time and location. Responses received after the scheduled receipt time will be marked "TOO LATE" and may be returned unopened to the vendor.
- J. The County is not liable for any costs incurred by bidders prior to the issuance of an executed contract.
- K. Firms responding to this RFP must be available for interviews by County staff and/or the Board of County Commissioners.
- L. The contents of the proposal of the successful firm will become part of the contractual obligations.
- M. Proposal must be typed or printed in ink. All corrections made by the Proposer prior to the opening must be initialed and dated by the Proposer. No changes or corrections will be allowed after proposals are opened.
- N. If you are not submitting a proposal, please return the form attached at the end of the RFP, marked 'No Proposal'.
- O. The County reserves the right to reject any and/or all proposals, in whole or in part, when such rejection is in the best interest of the County. Further, the County reserves the right to withdraw this solicitation at any time prior to final award of contract.
- P. Cancellation: The contract may be terminated by the County without cause by giving a minimum of thirty (30) days written notice of intent to terminate. Contract prices must be maintained until the end of the thirty (30) day period. The County may terminate this agreement at any time as a result of the contractor's failure to perform in accordance with these specifications and applicable contract. The County may retain/withhold payment for nonperformance if deemed appropriate to do so by the County.
- Q. Public Entity Crimes Statement: Respondents must complete and submit the enclosed Public Entity Crimes Statement. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- R. Certification Regarding Debarment, Suspension, and Other Responsibility Matters: The prospective primary participant must certify to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or

agency and meet all other such responsibility matters as contained on the attached certification form.

S. Audits, Records, And Records Retention

The Contractor shall agree:

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this contract.
2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
3. Upon completion or termination of the contract and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.
4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.
5. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(I)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

T. Monitoring

To permit persons duly authorized by the County to inspect any records, papers, documents; facilities, goods, and services of the provider which are relevant to this contract, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this contract.

Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this contract; (2) the withholding of payments to the provider by the County; and (3) the termination of this contract for cause.

U. Local Preference in Purchasing and Contracting

1. In purchasing of, or letting of contracts for procurement of, personal property, materials,

contractual services, and construction of improvements to real property or existing structures for which a request for proposals is developed with evaluation criteria, a local preference of not more than five percent (5%) of the total score shall be assigned for a local preference for local businesses. Vendors are directed to the evaluation criteria contained herein to be aware of any local preference points to be assigned for this request for proposals.

2. Local business definition. For purposes of this section, "local business" shall mean a business which:
 - a) Has had a fixed office or distribution point located in and having a street address within Leon County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
 - b) Holds any business license required by the County, and, if applicable, the City of Tallahassee; and
 - c) Employs at least one (1) full time employee, or two (2) part time employees whose primary residence is in Leon County, or, if the business has no employees, the business shall be at least fifty percent (50%) owned by one or more persons whose primary residence is in Leon County.
3. Certification. Any vendor claiming to be a local business as defined, shall so certify in writing to the Purchasing Division. The certification shall provide all necessary information to meet the requirements of above. The Local Vendor Certification Form is enclosed. The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a vendor meets the definition of a "local business."

V. Addenda To Specifications

If any addenda are issued after the initial specifications are released, the County will post the addenda on the Leon County website at <http://www.co.leon.fl.us/purchasing/>. For those projects with separate plans, blueprints, or other materials that cannot be accessed through the Internet, the Purchasing Division will make a good faith effort to ensure that all registered bidders (those vendors who have been registered as receiving a bid package) receive the documents. It is the responsibility of the vendor prior to submission of any proposal to check the above website or contact the Leon County Purchasing Division at (850) 488-6949 to verify any addenda issued. The receipt of all addenda must be acknowledged on the response sheet.

III. SCOPE OF SERVICES:

A. Introduction and General Project Description:

The Leon County Board of County Commissioner (hereinafter Board) seeks to retain professional economic/market research and public involvement services of a qualified Consultant to prepare and conduct the Market Feasibility Study for the Redevelopment of the North Florida Fairgrounds (hereinafter Project). The overall project area, shown in Attachment 1, is commonly referred to as the fairgrounds.

The goals of the project are expressed below in detail but shall include conducting a market feasibility study for the potential for redevelopment of the existing fairgrounds site and a land value appraisal of the current fairgrounds site. The Project also involves the development and

consideration of three possible redevelopment scenarios based on sound market research and utilizing professionally accepted methodologies. The scenarios developed shall not include industrial or warehousing land uses and the existing football stadium, adjoining parking lot and agricultural extension office are to remain on the site. This study shall include community input and the selected consultant shall be responsible for ensuring that adequate community input is facilitated when developing the possible redevelopment scenarios.

The Board shall provide contract administration that includes, but is not limited to, project coordination and monitoring, review and approval of modifications to the scope of work plan or schedule, and review and approval of invoices. The Board reserves the right to contract certain portions of the work known as "contract administration. If required, the Board will be responsible for certain portions of the work, including assisting with in-house or unoriginal data collection and coordination of the public involvement portions of this Project.

B. Background:

The Board has expressed interest in considering development of a mixed use project at the 142 acre North Florida Fairground location (hereinafter "Site").

Historically, the Site's physical location was considered as being on the outskirts of Tallahassee. After years of development, the Site is now considered an integral part of the city and the community. The possibility of the Project developing as a mixed use development could provide an economic benefit to the southern portion of the community, which has been targeted for a variety of economic and social programs.

The North Florida Fair Association (hereinafter Association) has a lease agreement with Leon County that expires on December 31, 2067. On January 1 of each calendar year, the North Florida Fair Association pays a \$1 rental fee to Leon County for the use of the fairground property.

However, if the Fair Association and the County agree, the lease could be terminated upon mutual agreement of the parties or the location of the fairgrounds could be relocated upon mutual agreement of the parties. Hence, before the fairgrounds can be relocated, a new location must be identified. Staff has done preliminary work on the relocation issue. The initial appraisal, conducted in 2002, estimated the current fairground infrastructure value to be approximately \$7.2 million. This figure does not include an estimate of the current land value.

The Fairgrounds property is currently zoned "Planned Unit Development" (PUD). The concept plan for the PUD allows a range of uses associated with the Fairgrounds. The Site is centrally located to numerous initiatives tied to the southern portion of the County. The site is included in both the Southern Strategy area and the Central City initiatives. The Site is also within the South Monroe sector plan boundaries. The South Monroe Sector Plan area was recently the subject of a market study that documented the underlying physical, social and economic characteristics of the South Central and South Monroe Sector Plan areas which might contribute to the pattern of real estate development or other investment likely to occur. To the north, the Site is surrounded by Downtown Tallahassee, Florida A & M University, and historical neighborhoods. To the southeast are two major developments: Southwood, a mixed use project, and the State office complex (Capital Circle Office Center). Redevelopment of the fairgrounds could provide a focal point for the South Monroe area, consisting of business, residential, employment, recreational and other activities that directly serve nearby uses.

Information that needs to be considered in the evaluation of the market potential for this site includes:

Northeast Wakulla County Sustainable Community Project: Wakulla County, located immediately south of Leon County, is currently proposing an amendment to their Comprehensive Plan that would facilitate a large mixed use project close to the County=s northeast border with Leon County and accessible from Woodville Highway. This project is located near an existing correctional facility and industrial park. If approved, the project is expected to yield 1,000 single-family homes, 250 multi-family units, 300,000 square feet of commercial development and a 200,000 square foot business park. Currently, Wakulla County is in process of providing a response to objections, recommendations and comments issued by the Florida Department of Community Affairs regarding this plan amendment.

Southwood: The St. Joe Company is currently developing 3,241 acres located in southeast Tallahassee known as Southwood. Southwood is located to the south of Apalachee Parkway, north of Tram Road and is accessible from Capital Circle. The project is currently approved to yield 4,770 single and multi-family residential units, 799,503 square feet of commercial/retail development, 2,728,381 square feet of industrial development, 230,000 square feet of educational/institutional development and 2,194,117 square feet of office development at full build out provided that traffic concurrency issues are resolved over the life of the project. This project is one of two major development tracts within the Southeast Sector Plan area as provided for within the Tallahassee-Leon County Comprehensive Plan.

Colin English Property: The Colin English property is the second of two development tracts within the Southeast Sector Plan area as provided for within the Tallahassee-Leon County Comprehensive Plan. This property is approximately 1,000 acres. To date, no development plans have been submitted for this property. However, the Comprehensive Plan provides for the development of approximately 1,820 residential dwelling units and 167 acres of non-residential development (office, commercial and industrial) on this tract provided concurrency and other state and local regulations are in compliance.

Crawfordville Road Widening Project: Plans are currently underway to widen Crawfordville Road to four lanes from L.L. Wallace Road to Wakulla Springs Road. Currently, the Florida Department of Transportation is completing the right-of-way acquisition phase of this project, and is anticipated that the Project will be completed by March, 2003. The current schedule estimates that construction will begin around November of 2003. Projected traffic for this facility is 28,300 annual average daily trips (AADT) in year 2007 and 44,700 AADT in year 2027.

Tram Road Widening Project: The current Year 2020 Long Range Transportation Plan (Adopted Cost Feasible Plan) includes a project that would widen Tram Road for four lanes from Monroe Street to Capital Circle SW. However, funding for this project is not identified within the current Leon County five year Capital Improvement Program (FY 02/03 through FY 06/07).

Current Student Housing/Apartment Development: Plans have recently been approved or are in process to build several student housing/apartment developments in the vicinity of the current fairgrounds site. These developments are as follows: The Greens at College Club, 46 units on 9.8 acres located at 229 Tram Road (parcel # 41-13-20-009-0000); Adams Place Apartments, 180 units on 13.76 acres, located west of S. Adams Street near Bass Street (parcel # 41-12-20-456-0000); and University Gardens, 97 units on 8.1 acres, located between Calhoun Street and Meridian Road (parcel # 41-12-20-020-0000). Other such plans may be in process and should be considered as well.

C. Tasks:

Task 1. Market Study. The consultant shall evaluate the Site relative to the Tallahassee urban area to establish the market potential for the Site. In this evaluation, the consultant shall consider not only historical trends, but also proposed development and infrastructure improvements surrounding the Site and other relevant factors. At a minimum, the consultant shall provide an analysis of existing market characteristics including supply and demand characteristics, demographic data, existing legal conditions (zoning, concurrency, existing plans etc.) and financial variables. The outcome of this analysis should be the potential market demand for the various land uses that may be located at the Site, and the timing of this demand.

Task 1. Deliverables:

A written report or portion of an overall report summarizing what market variables and data were included in the establishment of the market potential for the Site. This report shall include an analysis of the relevance/significance of the selected market variables and data used to establish the market potential for the Site including some treatment of risk potential.

Task 2. Public Participation Plan. Development of the land use scenarios shall require public participation to identify the desired needs of the surrounding stakeholders relative to potential uses, as well as their concerns with respect to compatibility. The consultant shall provide a plan for ensuring this public input.

Task 2. Deliverables:

A written plan or portion of the overall report providing for the anticipated facilitation of public input throughout the process. This plan shall provide a summarization of issues identified as a result of the public involvement process.

Task 3. Land Use Scenarios. Based on the information gathered in Task 1, and a review of surrounding land uses, the Consultant shall propose three possible land use mix scenarios for the subject site. These scenarios should consider alternative objectives, such as return on property, providing uses compatible and complementary to surrounding areas, and creating a destination location with secondary economic benefits to adjacent areas. The scenarios shall also consider the constraints and advantages of the subject Site, including issues such as concurrency, access, environmental constraints, etc. There is no required land use scenario, however, this Site will not be considered for warehouse or industrial uses. The existing football stadium, adjoining parking lot and agricultural extension office are to remain on the Site as well. As part of this task, the Consultant shall also estimate the likely timing and build-out yield of each scenario.

Task 3. Deliverables:

A written report or portion of the overall report providing a minimum of three redevelopment scenarios for the fairgrounds site. This report should include a recommended redevelopment scenario based on the research conducted under Task 1 as well as an estimated development timing schedule and likely yield at build out.

Task 4. Conduct a Market Appraisal: Based on the results of Tasks 1 and 2, the Consultant shall appraise the land value for the Site, and will calculate the current market value of the existing Site, using the assumptions supplied by the County with respect to the relocation costs of the existing fairground facilities, and shall include estimated costs for site preparation, including demolition. The Consultant shall also evaluate constraints to

development (including factors such as concurrency management) and the effects of these constraints on marketability and value of the property, and shall propose actions that could be taken to remedy these constraints. This appraisal shall be utilized in future negotiations should this Project move forward.

Task 4. Deliverables:

A written report of portion of the overall report that provides a market value appraisal of the fairgrounds site that will supplement the existing infrastructure appraisal that has already been conducted. This report shall include an estimated cost for initial site preparation and demolition work.

D. Deliverables:

Deliverables are described in the Scope of Services. The consultant shall provide thirty (30) originals of all deliverables to the Tallahassee-Leon County Planning Department in paper format. All deliverables shall also be delivered in digital web ready format.

IV. REQUIRED SUBMITTALS:

- A. Firm name or Joint Venture, business address and office location, telephone number.
- B. If a joint venture, list participating firms and outline specific areas of responsibility (including administrative, technical, and financial) of each firm.
- C. Address of the office that is to perform the work.
- D. Federal Identification Tax Number or Social Security Number.
- E. The age of the firm, brief history, present size of firm, nature of services offered, and the estimated number of professionals and working hours of these professionals, to be assigned to this project at peak.
- F. If a joint venture, has this joint venture previously worked together? If yes, what projects? A copy of the joint venture agreement should be provided, if available at this time. If the joint venture agreement is not available at this time, then the selection of the firm will be subject to the County receiving and approving the joint venture agreement, prior to negotiating the contract.
- G. If the respondent is not a joint venture, list outside consultants anticipated to be used on this project. When listing consultants, give the respective specialty of the firm and a brief description of the firm.
- H. Give brief resume of key persons to be assigned to the project including but, not limited to:
 - 1) Name & title
 - 2) Job assignment for other projects
 - 3) Percentage of time to be assigned full time
 - 4) How many years with this firm
 - 5) How many years with other firms
 - 6) Experience
 - a) Types of projects
 - b) Size of projects
 - c) What was the specific project involvement?

RFP Title: Request for Proposals for Market Feasibility Study for the Redevelopment of the North Florida Fairgrounds

Proposal Number: BC-03-26-03-35

Opening Date: Wednesday, March 26, 2003 at 2:00 PM

Attachment # 1
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- 7) Education
 - 8) Active registrations
 - 9) Other experience and qualifications that are relevant to this project
- I. List projects which best illustrate the experience of the firm and current staff which is being assigned to this project. (List no more than 5 projects, nor projects which were completed more than three (3) years ago.)
- 1) Name and location of the project
 - 2) The nature of the firm's responsibility on this project
 - 3) Owner's representative name, address and phone number
 - 4) Date project was completed or is anticipated to be completed
- J. Describe how you would approach this project and outline the specific services to be provided. Describe clearly and concisely the tasks and activities that you will perform. Include a time/task schedule. Develop a chart showing the overall sequence of events and time frame for this project. Indicate key personnel to be assigned to this project and their relationship. It should be understood that it is the intent of Leon County to insist that those indicated as the project team in the RFP response actually execute the project.
- If a joint venture, indicate how the work will be distributed between the joint venture partners.
- K. Provide acknowledgment of Minority Business Enterprise and Equal Employment Policies and level of MBE participation (forms attached).

V. SELECTION PROCESS

- A. The County Administrator shall appoint an Evaluation Committee composed of three to five members who will review all proposals received on time, and select one or more firms for interview based on the responses of each proposer. All meetings of Evaluation Committees subsequent to the opening of the solicitation shall be public meetings. Notice of all meetings shall be posted in the Purchasing Division Offices no less than 72 hours (excluding weekends and holidays) and all respondents to the solicitation shall be notified by facsimile or telephone.
- B. The Evaluation Committee will recommend to the Board of County Commissioners (BCC), in order of preference (ranking), up to three (3) firms deemed to be most highly qualified to perform the requested services.
- C. The (BCC) will negotiate with the most qualified firm (first ranked firm) for the proposed services at compensation which the BCC determines is fair, competitive, and reasonable for said services.
- D. Should the BCC be unable to negotiate a satisfactory contract with the firm considered to be fair, competitive and reasonable, negotiations with that firm shall be formally terminated. The County shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm the Board shall terminate negotiations. The BCC representative shall then undertake negotiations with the third most qualified firm.
- E. Should the County be unable to negotiate a satisfactory contract with any of the selected firms, the Board representative shall select additional firms to continue negotiations.
- F. Evaluation Criteria: Proposals will be evaluated and ranked on the basis of the following considerations:

1.	Past Performance	
a)	Quality & Completeness of the design(s)	10
b)	Meets:	
1)	budget	5
2)	schedule	5
2.	Qualifications of staff	10
3.	Technical competence in _____	
a)	In-house Staff	10
b)	Consultants	5
4.	Current Workload of Firm	5
5.	General Experience of:	
a)	Staff assigned to project	5
b)	Firm	5
c)	Consultants	5
6.	Staff Experience in Design of Similar Projects	10
7.	Project Approach and Quality of Response to RFP	10
8.	References	5
9.	Minority Business Enterprise Participation	10
10.	Local Preference	5
11.	Volume of BCC Work	5
Total		100

- F. The volume of BCC work criteria shall be based upon the dollar value of payments made by Leon County to each contractor for the prior two year period. Points shall be assigned based on the volume levels in the following chart:

Dollar Volume	Points
\$0 - \$50,000	5
\$50,001 - \$100,000	4
\$100,001 - \$200,000	3
\$200,001 - \$300,000	2
\$ 300,001 - \$600,000	1
More than \$600,000	0

VI. INDEMNIFICATIONS:

The Contractor agrees to indemnify and hold harmless the County from all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by the Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, including but not limited to costs and a reasonable attorney's fee. The County may, at its sole option, defend itself or allow the Contractor to provide the defense. The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County.

The Firm shall be liable to the County for any reasonable costs incurred by it to correct, modify, or redesign any portion of the project previously reviewed by the Firm that is found to be defective or

not in accordance with the Contract Document and provisions of this agreement as a result of negligent act, error or omission on the part of the Firm, its agents, servants, or employees. The Firm shall be given a reasonable opportunity to correct any deficiencies.

VII. MINORITY BUSINESS ENTERPRISE AND EQUAL EMPLOYMENT OPPORTUNITY POLICIES:

- A. **Minority Business Enterprise Requirements:** Firms responding to this RFP are hereby made aware of the County's goals for MBE utilization. Respondents should contact Agatha Muse-Salters, Leon County MBE Coordinator, at phone (850) 488-7509; fax (850) 487-0928; e-mail saltersa@mail.co.leon.fl.us for additional information.

As a part of the selection process for this project, the ranking procedure will provide a maximum of ten (10) percent of the total score where MBE's are used as follows:

<u>MBE Participation Level</u>	<u>Percentage</u>
The respondent is certified as a Minority Business Firm with Leon County, as defined in the County's MBE policy.	10
The respondent is a joint venture of two or more firms/individuals with a minimum participation in the joint venture of at least 20% by certified minority business firms/individuals.	8
The respondent has certified that a minimum of 15.5% of the ultimate fee will be subcontracted to certified MBE Firm(s), and has identified in the proposal the MBE Firm(s) that it intends to use.	6

B. Equal Opportunity/Affirmative Action Requirements

The contractors and all subcontractors shall agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.

For federally funded projects, in addition to the above, the contractor shall agree to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

In addition to completing the Equal Opportunity Statement, the Respondent shall include a copy of any affirmative action or equal opportunity policies in effect at the time of submission.

VIII. ETHICAL BUSINESS PRACTICES

- A. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee, or for any County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefor.
- B. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made

by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

- C. The Board reserves the right to deny award or immediately suspend any contract resulting from this proposal pending final determination of charges of unethical business practices. At its sole discretion, the Board may deny award or cancel the contract if it determines that unethical business practices were involved.

PROPOSAL RESPONSE COVER SHEET

This page is to be completed and included as the cover sheet for your response to the Request for Proposals.

The Board of County Commissioners, Leon County, reserves the right to accept or reject any and/or all bids in the best interest of Leon County.

Keith M. Roberts, Purchasing Director

Tony Grippa, Chairman
Leon County Board of County Commissioners

This bid response is submitted by the below named firm/individual by the undersigned authorized representative.

BY

(Firm Name)

(Authorized Representative)

(Printed or Typed Name)

ADDRESS

CITY, STATE, ZIP

TELEPHONE

FAX

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated _____ Initials _____

Addendum #2 dated _____ Initials _____

Addendum #3 dated _____ Initials _____

STATEMENT OF NO RESPONSE

We, the undersigned, have declined to respond to the above referenced RFP for the following reasons:

_____ We do not offer this service

_____ Our schedule would not permit us to perform.

_____ Unable to meet specifications

_____ Others (Please Explain)

We understand that if the no-bid letter is not executed and returned, our name may be deleted from the list of qualified bidders for Leon County.

Company Name _____

Signature _____

Name (Print/Type) _____

Telephone No. _____

FAX No. _____

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to Leon County Board of County Commissioners

by _____
[print individual's name and title]

for _____
[print name of entity submitting sworn statement]

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement: _____).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime: or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision

of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity. Attachment # 1 of 22

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However there has been a subsequent proceeding before a hearing a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [Attach a copy of the final order.]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known _____ OR Produced identification _____
(Type of identification)

NOTARY PUBLIC

Notary Public - State of _____

My commission expires: _____

Printed, typed, or stamped
commissioned name of notary public

**MINORITY BUSINESS ENTERPRISE PROGRAM
PARTICIPATION OF MBEs/WBEs**

1. FIRM NAME _____
2. FLORIDA CORPORATE REGISTRATION NUMBER _____
3. ADDRESS (Assigned Project Office) _____
4. MBE PARTICIPATION - MBE firms and sub-contractors must be certified with the State of Florida, the Florida Department of Transportation, the City of Tallahassee, or Leon County to qualify for MBE participation credit.

<u>MBE Participation Level</u>	<u>Points</u>
_____ The respondent is certified as a Minority Business Firm with Leon County, as defined in the County's MBE policy.	10
_____ The respondent is a joint venture of two or more firms/individuals with a minimum participation in the joint venture of at least 20% by certified minority business firms/individuals.	8
_____ The respondent has certified that a minimum of 15.5% of the ultimate fee will be subcontracted to certified MBE Firm(s), and has identified in the proposal the MBE Firm(s) that it intends to use.	6

The vendor acknowledges the Leon County MBE policy and the provisions specified for this RFP. If applicable, vendor certifies that the above list of minority vendors and the respective contract amounts and percentages of the total bid are accurate. In witness, hereof, the vendor has hereunto set his signature and affixed his seal this _____ day of _____ A.D., 20__.

Signed: _____ Title: _____

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: _____

Title: _____

Firm: _____

Address: _____

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
And OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - © Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- (3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

Signature

Title

Contractor/Firm

Address

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a) Has had a fixed office or distribution point located in and having a street address within Leon County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
- b) Holds any business license required by the County, and, if applicable, the City of Tallahassee (please attach copies); and
- c) Employs at least one (1) full time employee, or two (2) part time employees whose primary residence is in Leon County, or, if the business has no employees, the business shall be at least fifty percent (50%) owned by one or more persons whose primary residence is in Leon County.

Please complete the following in support of the self-certification and submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name:	Phone:
Current Local Address:	Fax:
If the above address has been for less than six months, please provide the prior address.	
Length of time at this address	
Number of Employees and hours worked per week by each:	
Name and Address of Owner(s) who reside in Leon County and who in total own at least 50% or more of the business. Attach additional sheets as necessary.	Percentage of Ownership
1.	
2.	

Signature of Authorized Representative

Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____.

By _____, of _____,

(Name of officer or agent, title of officer or agent)

(Name of corporation acknowledging)

a _____ corporation, on behalf of the corporation. He/she is personally known to me

(State or place of incorporation)

or has produced _____ as identification.

(type of identification)

Signature of Notary

Print, Type or Stamp Name of Notary

Title or Rank

Serial Number, If Any

**Return Completed form with
supporting documents to:**

**Leon County Purchasing Division
2284 Miccosukee Road
Tallahassee, Florida 32308**

Attachment I Fairgrounds Site Location

